

COREY B. BECK, ESQ.  
 Nevada Bar No. 005870  
 LAW OFFICE OF COREY B. BECK, P.C.  
 425 South Sixth Street  
 Las Vegas, Nevada 89101  
 Ph.: (702) 678-1999  
 Fax: (702) 678-6788  
 becksbk@yahoo.com

Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In Re:	)	BK-S-19-16636-MKN
	)	Chapter 11
CENSO, LLC.	)	
	)	
	)	HEARING DATE: September 2, 2020
Debtor.	)	HEARING TIME: 9:30 AM

**OPPOSITION TO NEWREZ, LLC., D/B/A SHELLPOINT MORTGAGE  
 SERVICING'S MOTION FOR RELIEF FROM AUTOMATIC STAY and MOTION TO  
 ACCOUNT FOR AND SEQUESTER RENTAL INCOME AND/OR FOR ADEQUATE  
 PROTECTION**

COMES NOW, Debtor, CENSO, LLC. ("Debtor"), by and through their attorney,  
 COREY B. BECK, ESQ., hereby opposes the NewRez, LLC., d/b/a/ Shellpoint Mortgage  
 Servicing's ("secured creditor") Motion for Relief From Automatic Stay as follows:

1. Ke Aloha Holding, LLC., purchased 5900 Negril Avenue ("Subject Property") on December 23, 2013 at a HOA foreclosure sale. *See Exhibit "1" - HOA Foreclosure Deed/ Trustee's Deed of Sale.*
2. Ke Aloha Holdings, LLC., deeded subject property to Ke Aloha Holdings, LLC., on December 31, 2014. *See Exhibit "2" - December 31, 2014 Deed.*
3. Ke Aloha Holdings, LLC., transferred property to Censo, LLC., on January 9, 2019. *See Exhibit "3" - January 9, 2019 Deed.*
4. Debtor filed Motion to Value Property on August 20, 2020. Hearing is set for September 30, 2020. Debt is approximately \$517,569.54. Value is \$363,000.00. *See Exhibit "4" - Copy of Appraisal.*
5. Debtor has made offer of adequate protection - \$1,400.00/month while Motion to

1 Value and Motion for Relief From Automatic Stay are pending.

- 2 6. In this opposition, Debtor will distinguish facts in case-at-bar from case law  
3 offered by Similarly.

4 **LEGAL AUTHORITY**

5 **CASE LAW CITED BY MOVANT IS DISTINGUISHABLE**  
6 **FROM FACTS OF THIS CASE**

7 In re Wright 183 B.R. 541 (Bankr. C.D. Ill. 1995) cited by movant is distinguishable from  
8 instant case. Case cited was Chapter 12 bankruptcy not Chapter 11 reorganization. In Wright,  
9 Debtor's parents transferred property at issue to the Wrights/Debtors. The loan was executed  
10 with the parents of the debtor. In instant case, Debtor purchased property at HOA foreclosure.  
11 Debtor has direct relationship in that consideration was paid at HOA sale for property. Debtor is  
12 not "stranger" to the property as it is executed through foreclosure sale.

13 Similarly, In re Kizelnik 190 B.R. 171 (Bankr. S.D.N.Y. 1995) which was cited by  
14 movant is distinguishable from instant case. In Kizelnik, Chapter 13 petitioner was  
15 tenant/optionee of premises. Court ruled that Chapter 13 debtor did not have standing. Case  
16 cited is Chapter 13 as opposed to Chapter 11. Moreover, in case-at-bar, Censo, LLC., is directly  
17 on title by virtue of HOA purchase which is distinct from rationale of Kizalnik case.

18 In addition, In re Parks is also cited by movant in support of motion. Parks is  
19 distinguishable because it is a Chapter 13 case not Chapter 11. Moreover, Parks dealt with  
20 property which is inherited. In instant case, Debtor purchased property at HOA foreclosure sale.

21 With respect to adequate protection, Debtor has submitted offer of \$1,400.00/month.  
22 Debtor asserts that it is inconsistent to have interest in cash collateral (right to recover income  
23 from property) but than also arguing this Debtor has no standing under the note. Secured creditor  
24 argues that payment of "rents" (adequate protection) exists by virtue of note which creditor is  
25 demanding of this debtor. See Page 8 Line 28 of Motion for Relief From Stay (attached Deed of  
26 Trust). In particular, creditor cites basis for payment of rents is underlying note. It is also  
27 reasonable that there is a nexus "claim" between secured creditor and debtor. Debtor has "claim"  
28 and sufficient basis to modify rights of secured creditor.

1 In particular, if creditor has valid basis for payments of rent (adequate protection) then  
2 Debtor has basis to assert that creditor's claim can be modified in Chapter 11 reorganization. If  
3 Debtor has liability under note (obligation to pay rent) then it should be stated that Bank has  
4 "claim." It follows that there is debtor/creditor relationship sufficient that rights of Bank can be  
5 modified under Chapter 11 reorganization.

6 DATED this 24<sup>th</sup> day of August, 2020.

7 /s/ COREY B. BECK, ESQ.  
8 COREY B. BECK, ESQ.  
9 Nevada Bar No. 005870  
10 LAW OFFICE OF COREY B. BECK, P.C.  
11 425 South Sixth Street  
12 Las Vegas, Nevada 89101  
13 Ph.: (702) 678-1999  
14 Fax: (702) 678-6788  
15 becksbk@yahoo.com

16 Attorney for Debtor  
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Nevada Bar No. 005870  
LAW OFFICE OF COREY B. BECK, P.C.  
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Las Vegas, Nevada 89101  
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**CERTIFICATE OF MAILING OF OPPOSITION TO NEWREZ, LLC., D/B/A  
SHELLPOINT MORTGAGE SERVICING'S MOTION FOR RELIEF FROM  
AUTOMATIC STAY and MOTION TO ACCOUNT FOR AND SEQUESTER RENTAL  
INCOME AND/OR FOR ADEQUATE PROTECTION**

I hereby certify that on the 24<sup>th</sup> day of August, 2020, I mailed a true and correct copy of the ***OPPOSITION TO NEWREZ, LLC., D/B/A SHELLPOINT MORTGAGE SERVICING'S MOTION FOR RELIEF FROM AUTOMATIC STAY and MOTION TO ACCOUNT FOR AND SEQUESTER RENTAL INCOME AND/OR FOR ADEQUATE PROTECTION***, was sent ECF electronic mail, facsimile and/or first class mail, postage pre-paid, to the following parties of interest, at their last known addresses, as follows:

Michael Chen, Esq.  
McCARTHY & HOLTHUS  
9510 West Sahara Avenue  
Suite 200  
Las Vegas, NV 89117  
Ph.: (702) 685-0329  
Fax: (866) 339-5691  
NVBK@McCarthyHolthus.com  
Mchen@Mccarthyholthus.com

**SENT VIA ECF ELECTRONIC MAIL**

/s/ VANESSA ANDERSON  
An Employee of  
The Law Office of Corey B. Beck, P.C.